



Order Filed on January 20, 2023
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

**Caption in Compliance with
D.N.J.LBR 9004-1**

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Formed in the State of Florida

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Attorney for Toyota Motor Credit Corporation

In re:

Nestor W Robles

aka Nestor William Robles

Debtor.

Chapter: 13

Case No.: 22-13800-JKS

Hearing Date: January 12, 2023

Judge John K. Sherwood

CONSENT ORDER RESOLVING MOTION TO VACATE AUTOMATIC STAY

The relief set forth on the following pages is hereby **ORDERED**.

DATED: January 20, 2023

A handwritten signature in black ink, appearing to read "J K Sherwood", written over a horizontal line.

Honorable John K. Sherwood
United States Bankruptcy Court

Debtor: Nestor W Robles
Case No.: 22-13800-JKS
Caption of Order: **CONSENT ORDER RESOLVING MOTION TO VACATE
AUTOMATIC STAY**

THIS MATTER having been opened to the Court upon the Motion to Vacate Automatic Stay (“Motion”) filed by Toyota Motor Credit Corporation (“Creditor”), and whereas the underlying loan was current as of January 4, 2022, and whereas the Debtor and Creditor seek to resolve the Motion, it is hereby **ORDERED**:

1. The automatic stay provided under 11 U.S.C. §362(a) shall remain in effect as to Movant’s interest in the following property: **2018 TOYOTA TUNDRA, VIN: 5TFDY5F16JX709273** provided that the Debtor complies with the following:

a. The Debtor shall also resume making the regular contractual monthly payments directly to the Creditor as each becomes due, beginning with the **January 11, 2023** payment and continuing thereon per the terms of the underlying loan.

2. All direct payments due hereunder not otherwise paid by electronic means and/or automatic draft, shall be sent directly to Creditor at the following address: **Toyota Motor Credit Corporation P.O. Box 9490, Cedar Rapids, Iowa 52409-9490.**

3. The Debtor will be in default under the Consent Order in the event that the Debtor fails to comply with the payment terms and conditions set forth in above paragraphs and/or if the Debtor fails to make any payment due to Creditor under the Chapter 13 Plan.

4. If the Debtor fails to cure the default within thirty (30) days from the date of default, Creditor may submit a Certificate of Default to the Court on fourteen (14) days’ notice to counsel for Debtor and the Chapter 13 Trustee for an order lifting the automatic stay imposed under 11 U.S.C. § 362(a), if not already terminated as stated above, and permitting Creditor to exercise any rights under the loan documents with respect to the Property.

5. Creditor is awarded reimbursement of attorney fees and costs in the amount of \$250.00 and \$188.00 respectively, to be paid through the Chapter 13 Plan.

STIPULATED AND AGREED:

/s/Jamal J. Romero

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